

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601353

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Able Freight Services, LLC		09/30/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent		
<b>Street Address:</b>	2001 Ross Ave., Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6107685	A	
<b>Serial Number:</b>	88756465	ABLE FREIGHT	
<b>Serial Number:</b>	88756573	A ABLE FREIGHT TRANSPORTING FRESHNESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3128637267		
<b>Email:</b>	jaclyn.di.grande@goldbergkohn.com		
<b>Correspondent Name:</b>	Jaclyn Di Grande - Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E Monroe St., Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6262.058		
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande		
<b>SIGNATURE:</b>	/jaclyn di grande/		
<b>DATE SIGNED:</b>	10/06/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 30, 2020, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of **GOLDMAN SACHS BANKS USA**, in its capacity as collateral agent for the Secured Parties ("Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of September 30, 2020, by and among **ABLE FREIGHT ACQUISITION, LLC**, a Delaware limited liability company, **ABLE FREIGHT SERVICES, LLC**, a Delaware limited liability company, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, Goldman Sachs Bank USA, as Administrative Agent, Collateral Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make extensions of credit and other financial accommodations to the Credit Parties;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of September 30, 2020, by and among **ABLE FREIGHT ACQUISITION, LLC**, a Delaware limited liability company, **ABLE FREIGHT SERVICES, LLC**, a Delaware limited liability company, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising, except, in each case, to the extent that such assets are excluded from the definition of Collateral pursuant to Section 2.2 of the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Liens (as such term is defined in the Credit Agreement)) in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, the Trademarks and exclusive or inbound Trademark Licenses material to the business of Grantor set forth on Schedule A hereto, except, in each case, to the extent that such assets are excluded from the definition of Collateral pursuant to Section 2.2 of the Security Agreement (collectively, the "Trademark Collateral").

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Reserved.


5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]


IN WITNESS WHEREOF, Grantor has caused Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ABLE FREIGHT SERVICES, LLC,**  
as Grantor

By:   
Name: Orlando Wong  
Title: Chief Executive Officer


ACCEPTED AND ACKNOWLEDGED  
as of the date first above written:

**GOLDMAN SACHS BANK USA, as  
Collateral Agent**


By:  scb  
Name: Justin Betzen  
Title: Authorized Signatory

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
ABLE FREIGHT SERVICES, LLC		88756594	1/13/2020	6107685	7/21/2020

2. TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
ABLE FREIGHT SERVICES, LLC	ABLE FREIGHT	88756465	1/13/2020
ABLE FREIGHT SERVICES, LLC		88756573	1/13/2020

3. TRADEMARK LICENSES

None.